



Philip L. Browning
Director

COUNTY OF LOS ANGELES

Child Support Services Department



December 13, 2004

AGENDA DATE: January 4, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**AUTHORIZATION FOR THE LOS ANGELES COUNTY CHILD SUPPORT SERVICES
DEPARTMENT (CSSD) TO ENTER INTO AGREEMENT WITH THE CALIFORNIA
DEPARTMENT OF CHILD SUPPORT SERVICES (DCSS) TO SUPPORT THE CHILD
SUPPORT PROGRAM AND THE CALIFORNIA CHILD SUPPORT AUTOMATION
SYSTEM (CCSAS) PROJECT AND AUTHORIZATION FOR APPROVAL OF THE
REQUEST FOR APPROPRIATION ADJUSTMENT**

(ALL DISTRICTS – 4 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair to sign the enclosed Agreement #C-04-3-0267 with the California Department of Child Support Services (DCSS), effective December 13, 2004 through December 12, 2006, at a maximum contract amount of \$269,409.22. The Child Support Services Department (CSSD) will authorize the services and expertise of a CSSD employee, **Anna Chia**, to support the Child Support Program and the California Child Support Automation System (CCSAS) Project. CSSD will continue to pay salary, benefit and travel expenses of the employee. DCSS will reimburse the County monthly for actual expenditures incurred in accordance with Exhibit B.1 (Budget Detail) in the Agreement.
2. Approve a related appropriation adjustment in the amount of \$77,000, which will increase the expenditure authority for fiscal year 2004/2005 in the Child Support Department's budget. This budget adjustment (BA) is required to appropriate Federal and State funding to the Salary and Employee Benefit and Services and Supplies appropriations pursuant to the enclosed DCSS Agreement for the

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"To Enrich Lives Through Effective And Caring Service"

reimbursement of consulting costs of a CSSD employee for CCSAS project. Funding for the next fiscal year will be included in the Department's budget request.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The enclosed Agreement between DCSS and CSSD was originally received from the State for County review and processing on November 10, 2004. The purpose is to assist DCSS to bring local perspective into the design of a common statewide system for tracking and enforcement of child support. Under the direction of the DCSS, the employee will perform various activities requiring independent, responsible and complex analytical work. DCSS will provide full reimbursement for all salary, benefit and travel expenses of the employee.

The County agrees to loan and assign to DCSS the employee for the support of the Child Support Program and the California Child Support Automation System (CCSAS) Project. The employee agrees to provide her expertise to DCSS. DCSS agrees to accept the assignment and the services of the employee.

The enclosed budget adjustment is required to appropriate Federal and State funding to the Salary and Employee Benefit and Services and Supplies appropriations pursuant to the enclosed DCSS Agreement for the reimbursement of consulting costs of a CSSD employee for CCSAS project.

Implementation of Strategic Plan Goals

The Agreement is consistent with the principles of the Countywide Strategic Plan Goal #4 (Fiscal Responsibility) to strengthen the County's fiscal capacity.

FISCAL IMPACT/FINANCING

The Agreement will be funded for two years beginning December 13, 2004 through December 12, 2006, at maximum contract amounts of **\$269,409.22**. Shown below are the amounts that cannot be exceeded for each of the fiscal years:

Information System Supervisor I

SFY 2004/05	\$ 76,424.01
SFY 2005/06	\$135,954.42
SFY 2006/07	\$ 57,030.79
Total Funding	\$269,409.22

For services satisfactorily rendered and upon receipt and approval of the invoices, the State agrees to reimburse the County for actual expenditures incurred in accordance with Exhibits B.1 (Budget Detail), which are incorporated in these Agreement.

The inter-jurisdictional employee exchange agreement is executed between the DCSS and the CSSD with the concurrence of the assigned employee, Anna Chia, pursuant to the provisions governing temporary assignment and loan of civil service employee set forth in California Government Code Section 19050.8 and following regulations in Section 427 of Title 2 of the California Code of Regulations. **There is no net County cost.**

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The purpose of the agreement is to have the CSSD employee bring local perspective into the design of a common statewide system for tracking and enforcement of child support. Under the direction of the DCSS, the CSSD Project Consultant will perform various activities requiring independent, responsible and complex analytical work. The CSSD Project Consultant will provide the business perspective associated with the CCSAS Project system engineering case management, financial management, and administrative management functions in areas pertaining to, defining, and clarifying business rules, administrative, policy, and statutory business procedures, and data requirements. The CSSD Consultant will participate in requirements analysis, system design, user acceptance, testing, training and data conversion activities.

The assignment also includes participation in various project teams; interaction with project vendor partners reviewing deliverables; identifying issues; reviewing Legacy Database requirements; and, providing business expertise to the CCSAS Project Management Team, vendor partners, and project staff.

Government Code Section 19050.8 authorizes employee loan agreement between government agencies. Exhibit E, Employee Certification, acknowledges the employee's voluntary consent to this loan agreement. The Agreement has been approved as to form by County Counsel.

CONTRACTING PROCESS

State of California Government Code Section 19050.8 provides for the loan of an employee for a period of up to four years, between jurisdictions for purposes of enabling an agency to obtain expertise needed to meet a compelling program or management needs. Since CCSAS will be used Statewide by all counties, it is a compelling program within the meaning of Government Code Section 19050.8. Consequently, the State

requests to borrow a CSSD employee and reimburse the Department for her salary and travel costs, eliminating the need for our usual contracting process.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current services or other County departments.

CONCLUSION

Instruct the Executive Officer-Clerk of the Board to send two (2) executed copies of the Agreement to the California Department of Child Support Services, Olivia Cortez, Deputy Director, Administrative Services Division, P.O. Box 419064, Rancho Cordova, California 95741-9064 and one set of original Agreement along with the original Request for Appropriation Adjustment to the Child Support Services Department, 5770 South Eastern Avenue, 4th Floor, Commerce, California 90040, attention Elisha Gardner.

Respectfully submitted,



Philip L. Browning
Director

PLB:ad

Attachments

- c: Executive Officer, Board of Supervisor
Chief Administrative Officer
County Counsel

AGREEMENT NUMBER

C-04-3-0267

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

CALIFORNIA DEPARTMENT OF CHILD SUPPORT SERVICES

CONTRACTOR'S NAME

LOS ANGELES COUNTY, CHILD SUPPORT SERVICES DEPARTMENT

2. The term of this Agreement is: December 13, 2004 through December 12, 2006

3. The maximum amount of this Agreement is: **\$269,409.22**
Two Hundred Sixty Nine Thousand Four Hundred Nine Dollars and 22/100

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	2 page(s)
Exhibit A.1 – Duty Statement	2 page(s)
Exhibit B – Budget Detail and Payment Provisions	3 page(s)
Exhibit B.1 – Budget Detail	1 page(s)
Exhibit C* – General Terms and Conditions	GTC 304
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	1 page(s)
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Employee Concurrence	1 page(s)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)
LOS ANGELES COUNTY, CHILD SUPPORT SERVICES DEPARTMENT

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS
5770 S. EASTERN AVENUE, 4TH FLOOR
COMMERCE, CA 90040

STATE OF CALIFORNIA

AGENCY NAME

DEPARTMENT OF CHILD SUPPORT SERVICES

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

OLIVIA CORTEZ, DEPUTY DIRECTOR, ADMINISTRATIVE SERVICES DIV.

ADDRESS

P.O. BOX 419064, RANCHO CORDOVA, CA 95741-9064

California Department of General
Services Use Only

☐ Exempt per:

COUNTY OF LOS ANGELES
REQUEST FOR APPROPRIATION ADJUSTMENTDEPT'S. 371
No.

DEPARTMENT OF CHILD SUPPORT SERVICES

DEC. 7 192004

AUDITOR-CONTROLLER.

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. WILL YOU PLEASE REPORT AS TO ACCOUNTING AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF ADMINISTRATIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

4 VOTES

Fiscal Year 2004-05

SOURCE

CHILD SUPPORT SERVICES DEPT
FUND/ORG.-14280
REVENUE - FEDERAL OTHER
A01 CD 9001
\$51,000CHILD SUPPORT SERVICES DEPT
FUND/ORG.-14280
REVENUE - STATE OTHER
A01 CD 8831
\$26,000

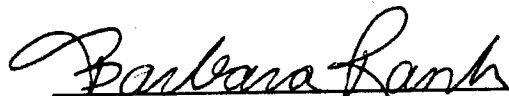
TOTAL \$77,000

USE

CHILD SUPPORT SERVICES DEPT
FUND/ORG.-14280
SALARIES & EB BENEFITS
A01 CD 1000
\$58,000CHILD SUPPORT SERVICES DEPT
FUND/ORG.-14280
SERVICES & SUPPLIES
A01 CD 2000
\$19,000

JUSTIFICATION

This Budget Adjustment (BA) is required to APPROPRIATE Federal and State funding to the S&EB and S&S appropriations pursuant to DCSS contract No. C-04-3-0267 for the reimbursement of consulting costs of the County staff for the CCSAS project. See Board letter attached.



BARBARA RANKIN, Fiscal Officer II

CHIEF ADMINISTRATIVE OFFICER'S REPORT

REFERRED TO THE CHIEF
ADMINISTRATIVE OFFICER FOR—

ACTION

RECOMMENDATION

AUDITOR-CONTROLLER

BY

No. 215

DEC 8 2004

APPROVED AS REQUESTED

AS REVISED

December 7 2004
19CHIEF ADMINISTRATIVE OFFICER
FOR DAVID JANSENAPPROVED (AS REVISED):
BOARD OF SUPERVISORS

BY

DEPUTY COUNTY CLERK

**EXHIBIT A
SCOPE OF WORK**

A. PURPOSE

This inter-jurisdictional employee exchange agreement is executed between the California Department of Child Support Services and Los Angeles County, Child Support Services Department with the concurrence of the assigned employee, **Anna Chia**. The purpose of this inter-jurisdictional employee exchange is to obtain county child support services expertise in the support of the Child Support Program and the California Child Support Automation System (CCSAS) Project, pursuant to Welfare and Institutions Code Section 10082, subdivision (i). This agreement has been executed pursuant to the provisions governing temporary assignments and loans of civil service employees set forth in Government Code Section 19050.8 and following regulations in Section 427 of Title 2, California Code of Regulations.

B. DEFINITION OF TERMS

1. "Agreement" refers to this Agreement, No. C-04-3-0267.
2. "County" means Los Angeles County, Child Support Services Department.
3. "CCSAS" means the California Child Support Automation System.
4. "DCSS" means the California Department of Child Support Services.
5. "Employee" means the assigned employee, Anna Chia.
6. "LCSA" means the Local Child Support Agency.
7. "State" means the Executive Branch of the State of California.

C. RESPONSIBILITIES OF THE PARTIES

1. The County agrees to loan and assign to DCSS the Employee for the support of the Child Support Program and the California Child Support Automation System Project. Employee agrees to provide his expertise to DCSS. DCSS agrees to accept the assignment and the services of the Employee.
2. The duties and responsibilities of the position are set forth in the attached Exhibit A.1, Local Child Support Agency CCSAS Project Consultant Duty Statement. Employee shall serve under the direct supervision and control of Management staff in the CCSAS Program Support Branch of the Child Support Services Division.
3. During the term of this Agreement, the County shall continue to employ Employee in the classification of **Information Systems Supervisor I**. The County may employ temporary or limited term help to assume the duties and responsibilities of the Employee during the term of this Agreement. Upon termination of this Agreement, Employee shall return to

his/her regular permanent position as an **Information Systems Supervisor I**. The Employee shall retain his/her incumbency in the permanent position of **Information Systems Supervisor I**, as well as all other benefits of County employment.

4. During the term of this Agreement, the County shall credit to Employee all time credits that would accrue to Employee absent this Agreement for the purposes of determining seniority, promotional status, retirement date, and other employment benefits. No such corresponding State benefits shall accrue to Employee during the term of this Agreement.
5. During the term of this Agreement, all other benefits of employment shall continue to accrue to Employee, including the employer's share of the cost of health insurance, life insurance, retirement benefits, sick leave and vacation accrual, merit salary adjustments if applicable, and holiday time off.
6. During the term of this Agreement, Employee shall maintain all rights to compete in County open and promotional civil service examinations, as well as in all State open examinations.
7. DCSS shall reimburse County for the cost of the Employee as described in Exhibit B of this Agreement.

D. COMMUNICATION

1. The project coordinators during the term of this Agreement will be:

DCSS

Carmen Cody
CCSAS Program Support Branch Chief
Child Support Services Division
(916) 464-5140
carmen.cody@dcss.ca.gov

Meg O'Dette
Contracts Officer
Business Services Section
(916) 464-5608
fax (916) 464-5213
meg.odette@dcss.ca.gov

Los Angeles County
Child Support Services Department

Elisha Gardner
Contracts Division
(323) 889-3414
Elisha_Gardner@childsupport.co.la.ca.us

2. All official communication and invoices from the County to DCSS shall be directed to the attention of the above identified project coordinators at the contact points described.

**EXHIBIT A. 1
DUTY STATEMENT**

**LOCAL CHILD SUPPORT AGENCY (LCSA)
CALIFORNIA CHILD SUPPORT AUTOMATION SYSTEM (CCSAS)
PROJECT CONSULTANT**

GENERAL STATEMENT:

The purpose of this position is to bring local perspective into the design of a common statewide system pursuant to Welfare and Institutions Code Section 10082, subdivision (i). Under the direction of the California Department of Child Support Services (DCSS), the LCSA CCSAS Project Consultant performs a variety of activities requiring independent, responsible and complex analytical work. The LCSA Project Consultant provides the business perspective associated with the CCSAS Project system engineering case management, financial management, and administrative management functions in areas pertaining to, defining, and clarifying business rules, administrative, policy, and statutory business procedures, and data requirements. The Consultant participates in requirements analysis, system design, user acceptance testing, training, and data conversion activities. Assignments include participation in various project teams; interaction with project vendor partners reviewing deliverables; identifying issues; reviewing Legacy Database requirements; and, providing business expertise to the CCSAS Project Management Team, vendor partners, and project staff.

TYPICAL DUTIES:

Time Descriptions

- 25% Explain local case management and financial management procedures; explain policy and statutory processes and procedures; communicate, define, clarify, and document requirements with the Child Support Enforcement (CSE) Business Partner; may explain and clarify the use of legal and non-legal forms; explain the use of administrative and management reports; recommend statewide forms and reports; review various project deliverables; research and resolve requirements questions; Identify and analyze project risks and develop mitigation strategies for LCSA-related risks; identify and analyze project issues and LCSA-related project issues; support the review of requirement change requests for program impact; identify and review opportunities for reengineering to statewide processes; and attend requirements Informal and Technical Progress Reviews.
- 25% Review and recommend system design features; attend design Informal and Technical Progress Reviews; review design work products and attend information reviews.

- 25% Review and provide input for Master Test Plan; review and clarify test scenarios; witness BP System Verification Test; review and provide input for System Qualification Test Plan; develop System Qualification Test scenarios, test cases, and test data; document System Qualification Test results; participate in production validation review; participate in Certification Review.
- 15% Assist in the mapping of existing data to new data structure; attend and recommend Operational Readiness and Assessment Review acceptance process; review orientation materials; review functional mapping activities including “as is – to be” activities which document current business practices and future business processes; recommend and review training curriculum and materials; review and recommend outreach materials; review Onsite Support Plan; review revised business procedures; review and recommend Model Office requirements and implementation.
- 10% Explain data and its use and recommend system performance objectives from the user perspective.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

- 1) AGREEMENT AMOUNT: The maximum amount payable under this agreement shall not exceed **\$269,409.22**. Shown below are the amounts that cannot be exceeded for each of the fiscal years:

SFY 2004/05	\$ 76,424.01
SFY 2005/06	\$135,954.42
SFY 2006/07	\$ 57,030.79

- 2) INVOICING AND PAYMENT: For services satisfactorily rendered and upon receipt and approval of the invoices, DCSS agrees to reimburse the County for actual expenditures incurred in accordance with the attached Exhibit B.1 (Budget Detail).

Detailed invoices and supporting documents for actual services shall include the Agreement Number **C-04-3-0267** and be submitted monthly in arrears to:

DEPARTMENT OF CHILD SUPPORT SERVICES
P.O. Box 419064
Rancho Cordova, CA 95741-9064

Attention: Carmen Cody

Invoices not containing this information may be returned with requests for the inclusion of the Agreement Number. Invoicing may occur at six-month intervals in arrears at Contractor option.

- 3) Short-Term Travel

In the event the Employee is required to travel on behalf of DCSS, the DCSS Rancho Cordova, CA offices will be considered to be Headquarters for purposes of reimbursement for short-term travel as defined in Section 599.619 of Title 2, California Code of Regulations. Upon submission of a completed Travel Expense Claim form (STD. 262A) by Employee, DCSS agrees to reimburse directly to Employee all travel and per diem expenses incurred in carrying out the terms of this Agreement. Reimbursement shall be in accordance with Sections 599.619 and 599.626.1 of Title 2, California Code of Regulations. Employee shall itemize travel costs on the most current DCSS Travel Expense Claim Form STD 262A. The reimbursement rates and claim forms will be supplied to the Employee by DCSS. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from DCSS.

Long-Term Travel:

During the term of this Agreement, the Employee will be considered to be headquartered in their County and assigned to the DCSS Rancho Cordova office. Reimbursement for long-term travel will be in accordance with the long-term travel reimbursement provisions set forth in Title 2, California Code of Regulations, Section 599.619, subdivision (b) (Reimbursement for Meals and Lodging – Excluded Employees, Long-Term Travel.)

The Employee(s) must have prior permission to incur any travel expenses from DCSS. The DCSS will authorize up to two (2) trips per month to the Employee's home county. Travel expenses incurred by Employee while assigned to DCSS will be reimbursed by the County directly to the Employee(s) in accordance with the policies and procedures established by that County. The County will in turn include any claim for reimbursement of travel charges as a separate line item on the monthly invoice submitted to DCSS.

4) STATE BUDGET CONTINGENCY CLAUSE:

- a) It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, DCSS shall have no liability to pay any funds whatsoever to County or to furnish any other considerations under this agreement.
- b) If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, DCSS shall have the option to either: cancel this Agreement with no liability occurring to DCSS; or offer an Agreement Amendment to County to reflect the reduced amount.

5) FOR CONTRACT WITH FEDERAL FUNDS:

- a) It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b) This Agreement is valid and enforceable only if the United States Government for the term of this Agreement makes sufficient funds available to the State of California for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted

by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.

- c) It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction of funds.
 - d) DCSS has the option to void the Agreement with a 30-day cancellation notice or to amend the Agreement to reflect any reduction of funds.
- 6) PROMPT PAYMENT CLAUSE: Payment will be made in accordance with and within the time specified in Government Code, Chapter 4.5 (commencing with Section 927).
 - 7) REVIEWS: DCSS reserves the right to review levels and billing procedures as they impact charges against this Agreement.
 - 8) FINAL BILLING: Final billing for services must be received by DCSS within 90 days following the end of the agreement.

EXHIBIT B.1

**Budget Detail
December 13, 2004 through December 12, 2006**

Description	SFY 2004/05 12/1304 through 6/30/05	SFY 2005/06 7/1/05 through 6/30/06	SFY 2006/07 7/1/06 through 12/12/06
Salary	\$42,601.53	\$76,689.86	\$32,237.75
Staff Benefit	\$12,201.08	\$21,963.98	\$ 9,232.89
Long Term Travel Expenses ¹	\$17,982.16	\$30,826.56	\$ 12,844.40
Sub Total	\$72,784.77	\$129,480.40	\$54,315.04
5% contingency²	\$ 3,639.24	\$ 6,474.02	\$ 2,715.75
TOTAL	\$76,424.01	\$135,954.42	\$57,030.79

TOTAL ALL YEARS

\$269,409.22

¹ The amount stated for Travel Expenses are for budgeting purposes only. DCSS will only reimburse the County for actual expenses incurred. Any claim for travel reimbursement must be accompanied by a detailed breakdown of charges and be in accordance with the travel policies and procedures set forth in Title 2, California Code of Regulations.

² A five percent contingency has been added to the encumbered funds for each fiscal year. Such contingency is intended to make funds available in the event of unforeseen budget item increases such as, health care premium increases or salary increases due to collective bargaining agreement revisions affecting the Employee's classification. In no event, however, shall DCSS reimburse the county in an amount greater than the actual expenses incurred by the county.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and concurred by the assigned Employee.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and concurred by the assigned Employee. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the County, either in whole or in part, without the consent of DCSS and the concurrence of the loaned Employee in the form of a formal written amendment.
4. AUDIT: County agrees that DCSS have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. County agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. County agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.
5. INDEMNIFICATION: In lieu of and notwithstanding the pro rata risk allocation that might otherwise be imposed between the parties pursuant to Government Code Section 895.6, or any other statute, regulation or rule that may otherwise affect the terms of this Agreement, the parties agree to indemnify, defend and save harmless each other, their officers, agents, and employees from any and all claims and losses accruing or resulting from the other party's acts, errors or omissions and for any costs or expenses incurred by one on account of any claim therefore, including any claims and losses accruing or resulting to any person, who may be injured or damaged by the Employee, in the performance of the Agreement, except where such indemnification is prohibited by law.
6. WORKERS' COMPENSATION: DCSS shall reimburse County for all costs related to an injury or disability of Employee should Employee become injured or disabled as a result of the duties required of Employee as set forth in Exhibit A.1, Duty Statement, during the term of this Agreement to the same extent the County may be liable for such costs under the laws of the State of California concerning the provision of workers' compensation benefits.
7. DISPUTES: County shall continue the assignment of the Employee under this Agreement during any dispute.

8. TERMINATION OF AGREEMENT OR ASSIGNMENT: Either appointing authority, DCSS or County, or the Employee may terminate the assignment at any time for any reason. The parties and the Employee agree to give written notice of intent of termination at a reasonable time in advance of the actual termination of the assignment and providing of services to DCSS.

9. COMPENSATION: The cost reimbursement to be paid County, as provided herein, shall be in compensation for all of County's expenses incurred in the performance of services by the Employee.

10. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

11. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

12. NON-EXCLUSIVE REMEDIES: The dispute provision in Exhibit D of this Agreement is not the County's exclusive remedy, but is in addition to all other remedies provided to the County by law, in equity, or under the provisions of this Agreement.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. The County, and the officers, agents and employees of County other than the Employee of the County who is loaned to DCSS under this Agreement shall, in the performance of this Agreement, act in an independent capacity and not as officers or employees or agents of the State of California.

2. **DISPUTE PROVISIONS**

- (1) If the County disputes a decision of DCSS's designated representative regarding the performance of this Agreement or on other issues for which the representative is authorized by this Agreement to make a binding decision, County shall provide written dispute notice to DCSS's representative within fifteen (15) calendar days after the date of the action. The written dispute notice shall contain the following information:
 - a. the decision under dispute;
 - b. the reason(s) County believes the decision of the DCSS representative to have been in error (if applicable, reference pertinent contract provisions);
 - c. identification of all documents and substance of all oral communication which support County's position; and
 - d. the dollar amount in dispute, if applicable.
- (2) Upon receipt of the written dispute notice, the DCSS program management will examine the matter and issue a written decision to the County within fifteen (15) calendar days. The decision of the representative shall contain the following information:
 - a. a description of the dispute;
 - b. a reference to pertinent contract provisions, if applicable;
 - c. a statement of the factual areas of agreement or disagreement; and
 - d. a statement of the representative's decision with supporting rationale.
- (3) The decision of the representative shall be final unless, within thirty (30) days from the date of receipt of the representative's decision, County files with the California Department of Child Support Services a notice of appeal addressed to:

California Department of Child Support Services
Attention: Chief, Contracts Section
P.O. Box 419064
Rancho Cordova, CA 95741-9064


Pending resolution of any dispute, County shall diligently continue all contract work and comply with all of the representative's orders and directions.

EXHIBIT E
EMPLOYEE CONCURRENCE

Government Code Section 19050.8 authorizes employee loan and assignment agreements between government agencies. The concurrence below acknowledges the employee's voluntary consent to this agreement loaning and assigning the Employee to DCSS:

I, Anna Chia, hereby give my voluntary consent and concurrence to participate in the employee loan program whereby I am assigned to the State of California Department of Child Support Services, with the duties outlined in Exhibit A.1, Local Child Support Agency California Child Support Automation System Project Consultant Duty Statement.

I hereby acknowledge that I read and understood the Agreement
I also acknowledge that I understand my rights and obligations outlined in the Agreement and I will abide by those provisions.



Anna Chia

12/9/04
Date